

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

AMBER HARRIS, a single individual,

Plaintiff,

v.

GLACIER BANCORP, INC., a
Montana corporation doing business as
Mountain West Bank,

Defendant.

NO: 2:16-CV-47-RMP

ORDER APPROVING STIPULATION
FOR ENTRY OF A PROTECTIVE
ORDER

BEFORE THE COURT is the parties' Stipulated Motion for Entry of a Protective Order, ECF No. 12. The Court has reviewed the stipulation, the record, and is fully informed. Having considered the stipulation of the parties, the Court hereby finds good cause to grant the motion and enter the proposed Protective Order. Accordingly, the Stipulated Motion for Entry of a Protective Order, **ECF No. 12**, is **GRANTED**, and the parties shall be bound by the following terms:

PROTECTIVE ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the Parties and through their respective counsel that a Protective Order shall be issued

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1 in this action regarding certain documents and information produced during
2 discovery that relates to certain procedures or protocols for the Defendants. The
3 Parties intend to produce documents, respond to written discovery, provide certain
4 testimony, and request the production of certain documents, information and/or
5 testimony that they believe may contain or constitute trade secrets, confidential
6 and/or commercially sensitive bank security information, privileged information,
7 and other confidential, sensitive, or proprietary information. The Parties desire
8 that such confidential material be protected by virtue of designating such materials
9 as confidential and restricting their dissemination. This Stipulation for Entry of
10 Protective Order is without prejudice to any party moving the Court for different or
11 additional protection for specified documents or categories of documents.

12 1. **Definitions.** The following definitions shall apply to this Order:

13 (a) Designation of Material as “CONFIDENTIAL”: If a Party believes in
14 good faith that documents in any format, materials, or information (“Materials”)
15 supplied by it, the other Party, or a third party constitutes commercially sensitive,
16 confidential, or proprietary information, the Party may designate such information
17 as “CONFIDENTIAL,” and it shall be entitled to protection pursuant to FED. R.
18 CIV. P. 26(c).

19 (b) The Parties as necessary will in good faith consult regarding the
20 appropriateness of the “CONFIDENTIAL” designation. If they are unable to
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1 agree, the issue shall be submitted to the Court for resolution as set forth in this
2 stipulation.

3 (c) “Qualified Persons” shall mean and refer to:

4 (i) Attorneys who are counsel of record and are representing or have
5 represented any of the Parties to this lawsuit in connection with the matters raised
6 in the lawsuit and persons in the regular employ of the law firm that are counsel of
7 record in this lawsuit;

8 (ii) The named Parties in this lawsuit who are responsible for or involved
9 in the conduct of this litigation, except that Confidential Information disclosed to
10 such persons shall be limited to that which reasonably relates to their responsibility
11 for or conduct of the litigation;

12 (iii) Court personnel, including reporters engaged in such proceedings,
13 incident to counsel’s preparation for trial and/or trial of this action;

14 (iv) Expert witnesses or prospective expert witnesses retained or consulted
15 by counsel for purposes of this case, except that the Confidential Information
16 disclosed to such persons shall be limited to that reasonably necessary for them to
17 form an opinion or prepare their testimony as to the matters about which counsel
18 consulted or retained them;

19 (v) Consultants and/or experts retained or consulted by counsel, who
20 assist counsel in the prosecution in this action, except that Confidential
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1 Information disclosed to such persons shall be limited to that which reasonably
2 relates to the issues or subjects on which they advise counsel;

3 (vi) Fact witnesses (including their counsel), called at trial or used in the
4 investigation of all claims and defenses, except that the Confidential Information
5 disclosed to such persons shall be limited to that which is reasonably necessary for
6 their testimony or its preparation; and

7 (vii) Such other persons as may hereafter be qualified to receive
8 Confidential Information pursuant to order of this Court or written agreement of
9 the Parties.

10 2. **Limits on Use of Information.** Confidential Information shall only
11 be disclosed to the persons and under the circumstances described in this
12 stipulation. The Parties shall not use or rely on any Confidential Information
13 learned as a result of this litigation, except as reasonably required by the litigation.
14 If any Party breaches this express limitation, any other Party may seek injunctive,
15 compensatory, and/or other relief allowed by law or equity. Persons who execute
16 an acknowledgment form pursuant to Paragraph 3 below, shall be considered
17 “Parties” for the purposes of this Paragraph.

18 3. **Acknowledgement Form.** The substance or content of the
19 Confidential Information shall not be disclosed to anyone other than a Qualified
20 Person. No Confidential Information disclosed pursuant to the terms of this
21 Court’s Order shall be disclosed or used by a recipient for any purpose other than

1 reasonably necessary for the conduct of this litigation. Qualified Persons who are
2 provided Confidential Information shall acknowledge this Court's Order on the
3 form attached to ECF No. 12, which will be maintained by the Party disclosing this
4 Confidential Information to the Qualified Individual, including to fact and expert
5 witnesses.

6 4. **Identifying Information Subject to Protective Order.** Any
7 Materials, including but not limited to any deposition transcript, shall be identified
8 as Confidential Information and, where appropriate, marked prominently by the
9 disclosing Party as "CONFIDENTIAL." If a disclosing Party inadvertently fails to
10 appropriately designate Materials as containing or constituting Confidential
11 Information with this label, the Party shall immediately notify the other Party and
12 replace the document with one marked "CONFIDENTIAL." The documents not
13 marked shall be confidentially destroyed.

14 6. **Challenges to Designations of Protective Order Coverage.** Any
15 Party may, at any time, give written notice to a producing Party of the challenge to
16 the designation of Materials as Confidential Information. The Party designating
17 the Materials as Confidential Information shall bear the burden of demonstrating
18 that the designation is appropriate. Any disputes that cannot be resolved by the
19 Parties will be resolved by an *in camera* review by the Court.

20 7. **Filing Designated Confidential Information with Court.** All
21 Materials filed with the Court that are designated as Confidential Information, and

1 any pleading or memorandum purporting to produce or paraphrase Confidential
2 Information shall be filed pursuant to FED. R. CIV. P. 5.2(d) and (e), ECF
3 Administrative Procedure § VI (B), and as necessary pursuant to Ninth Circuit
4 Appellate Rules on sealed documents.

5 8. **Continuing Jurisdiction.** Jurisdiction of this action is to be retained
6 by this Court after final determination for purposes of enabling any party or person
7 affected by this Court's Order for such direction, order, or further decree as may be
8 appropriate for the construction, modification, enforcement, or compliance
9 including of any violation of this Protective Order, or for such additional relief as
10 may become necessary.

11 9. **Restrictions on Use of Confidential Information in Depositions.**
12 Persons may be deposed regarding Confidential Information. Only Qualified
13 Persons as defined in this Order may be present during such depositions. A
14 reporter recording any Confidential Information or incorporating into a transcript
15 any Materials containing Confidential Information or incorporating into a
16 transcript any document containing Confidential Information shall transmit such
17 transcript only to counsel of record for the Parties.

18 10. **Further Orders of Court.** Maintenance of the confidential status of
19 any Materials shall in all cases be subject to further order of the Court and nothing
20 herein shall preclude any Party from applying to the Court for any appropriate
21 modification of this Order; provided, however, that prior to such application, the

1 Parties shall endeavor in good faith to resolve the matter without further action by
2 the Court.

3 12. **Coverage of Pretrial Proceedings.** This Order shall govern pretrial
4 proceedings. The handling of Confidential Information at trial may be governed
5 by a later order of the Court.

6 13. **Return of information Upon Termination.** Upon termination of
7 this action, the Clerk shall return all documents containing Confidential
8 Information in the court file to counsel for the Party who filed the Confidential
9 Information. Further, upon termination of this action, all documents containing
10 Confidential Information and any copies in the possession of any other person shall
11 be returned within 30 days to counsel for the Party who designated and provided
12 Confidential Information to the other Party, or shall assure that the Confidential
13 Information has been securely destroyed.

14 The District Court Clerk is directed to enter this Order and provide copies to
15 counsel.

16 **DATED** this 23rd day of August 2016.

17 s/ Rosanna Malouf Peterson
18 ROSANNA MALOUF PETERSON
19 United States District Judge
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